

NEW MEXICO STATE UNIVERSITY



PROFESSIONAL SERVICE CONTRACT

CONTRACT/PURCHASE ORDER NUMBER: \_\_\_\_\_

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Regents of New Mexico State University, hereinafter called the "University", and

\_\_\_\_\_  
(Company/Individual Name)

\_\_\_\_\_  
(Address)

hereinafter called the "Contractor".

WITNESSETH:

WHEREAS, the Director of Purchasing & Risk Management Administration of the University is advised and believes that the Contractor is one of such requisite character and qualifications and is willing to engage him/her for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in paragraph one.

NOW THEREFORE, in consideration of the premises and of the mutual and reciprocal promises of the parties hereto, IS HEREBY covenanted and agreed by and between parties:

- 1. That the Contractor will render the following professional services to the University: \_\_\_\_\_  
**(Note: Attach Proposal if Contract is \$5,000 or more)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 2. That the contractor will devote the necessary hours each week to the performance of such duties that may be assigned to him/her by the University.
- 3. That the contractor will serve the University diligently and faithfully, and according to its ability and in all respects, will use his/her utmost endeavors to promote the interest of the university.
- 4. That the Contractor will maintain records indicating the date and length of time such services are rendered. These records shall be subject to inspection by the designated agent of the University.
- 5. That the services rendered by the Contractor shall be at the location of \_\_\_\_\_  
\_\_\_\_\_ or where the University shall designate.

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6. That for the services rendered satisfactory as per paragraphs one through five, the University agrees to pay the Contractor compensation as follows: at the following rate of \$ \_\_\_\_\_ plus expenses (if applicable) as follows: \_\_\_\_\_.

Such compensation and expenses not to exceed \$ \_\_\_\_\_ in total, payable by the University upon receipt of a signed invoice or Payee Claim for Reimbursement. The Contractor will pay the State of New Mexico the Gross Receipts Tax levied on the amounts payable under this contract.

- 7. That the Contractor is an independent contractor performing professional services for the University. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the University as a result of this contract.
- 8. That the terms of this contract are contingent on sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this contract. The University's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
- 9. That the Contractor shall not assign any interest in this contract or transfer any interest in same or assign any claim for money due or to become due under this contract without the prior written consent of the University.
- 10. That either party, independent or in concert, may terminate this contract by giving thirty (30) days written notice to the other party.
- 11. That this agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings, have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.
- 12. That this agreement shall not be altered, changed, or amended except by the instrument in writing executed by the parties hereto. The foregoing being clearly understood and agreed to, the parties hereto have set their hands and seals.
- 13. That this agreement shall be deemed to be a contract made in accordance with the laws of the State of New Mexico.
- 14. As between the parties, each party will be solely responsible for liability arising from personal injury, including death, or damage to property arising from the act or failure to act of the respective party or of its officials, agents and employees pursuant to this Agreement. The liability of the Regents of New Mexico State University shall be subject to the immunities and limitations of the Tort Claims Act, Sections 41-1-1 et. Seq., NMSU 1978, and of any amendments thereto.

NEW MEXICO STATE UNIVERSITY  
PROFESSIONAL SERVICE CONTRACT



SIGNATURE PAGE

CONTRACT/PURCHASE ORDER NUMBER \_\_\_\_\_

CONTRACTOR INFORMATION

\_\_\_\_\_  
NAME - TYPE/PRINT

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
E-MAIL ADDRESS

DEPARTMENT INFORMATION

\_\_\_\_\_  
DEPARTMENT NAME MAIL STOP CODE (MSC)

\_\_\_\_\_  
CONTACT PERSON PHONE NUMBER

DATE EFFECTIVE: \_\_\_\_\_

TERMINATION EFFECTIVE: \_\_\_\_\_

TOTAL AMOUNT THIS CONTRACT SHALL NOT EXCEED: \$ \_\_\_\_\_

THIS CONTRACT BETWEEN UNIVERSITY AND \_\_\_\_\_

\_\_\_\_\_  
HAS BEEN APPROVED BY:

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR

\_\_\_\_\_  
SIGNATURE OF DIRECTOR OF PURCHASING &  
RISK MANAGEMENT ADMINISTRATION

\_\_\_\_\_  
SIGNATURE OF DEPARTMENT HEAD

\_\_\_\_\_  
SIGNATURE OF SENIOR VICE PRESIDENT FOR  
ADMINISTRATION AND FINANCE